

1 An ordinance recommended by the Airport Commission and the Board of Estimate and
2 Apportionment authorizing and directing the Director of Airports and the Comptroller of the City of
3 St. Louis ("City") to enter into and execute on behalf of the City a Dual Customs Agreement (AL-
4 353) ("Agreement") substantially in the form as set out in **ATTACHMENT "1"** to this Ordinance,
5 which is attached hereto and incorporated herein, between the City, the owner and operator of
6 Lambert-St. Louis International Airport® ("Airport"), which is located in St. Louis County,
7 Missouri, and Brownsville International Air Cargo, Inc., doing business as Bi-National Air Cargo
8 Terminals, a Texas corporation ("BIAC"), memorializing the City's and BIAC's mutual
9 understandings and commitments to each other for cooperation to obtain approval for, establish, and
10 develop a "Dual Customs" (as defined in the Agreement) cargo facility at the Airport and to allow
11 and require BIAC to provide for, develop, and operate certain aspects of a Dual Customs facility,
12 and to offer certain aeronautical and non-aeronautical services and facilities to air cargo operators at
13 the Airport, subject to and in accordance with the provisions of the Agreement; authorizing and
14 directing the Mayor and the Comptroller of the City to enter into and execute on behalf of the City
15 the Restated and Amended First Right of Refusal – Cargo City Agreement (AL-352), between the
16 City and BIAC, substantially in the form as set out in **EXHIBIT A** to the Agreement", granting to
17 BIAC a first right of refusal to lease certain premises at the Airport commonly known as "Cargo
18 Building No. 3", as more fully described in the Agreement and EXHIBIT A thereto, subject to and
19 in accordance with the provisions of the Restated and Amended First Right of Refusal - Cargo City
20 Agreement (AL-352); authorizing and directing the Mayor and the Comptroller of St. Louis to enter
21 into and execute on behalf of St. Louis, the First Right of Refusal – Northern Tract Agreement (East
22 Site) (AL-317), between the City and BIAC, substantially in the form as set out in **EXHIBIT B** to

1 the Agreement, granting to BIAC a first right of refusal to lease certain premises at the Airport
2 commonly known as the “Northern Tract – East Site”, as more fully described in the Agreement
3 and EXHIBIT B thereto, subject to and in accordance with the provisions of the First Right of
4 Refusal – Northern Tract Agreement (East Side) (AL-317); authorizing the Mayor, the Comptroller,
5 the Register, the City Counselor, the Director of Airports, and other appropriate officers, agents, and
6 employees of the City, with the advice of the Director of Airports, to enter into and execute on
7 behalf of the City and in the City’s best interest any attendant or related documents, agreements,
8 permits, amendments, affidavits, certifications, or instruments deemed necessary to effectuate the
9 terms set forth in the Agreement, and/or deemed necessary to preserve and protect the City’s
10 interest, and/or to take such actions as may be necessary or appropriate in connection with the
11 consummation of the transactions contemplated herein; providing that the provisions set forth in this
12 Ordinance shall be applicable exclusively to the agreements, documents, permits, and instruments
13 approved and/or authorized by this Ordinance; and containing a severability clause.

14 **WHEREAS,** The City of St. Louis (“City”) is the owner and operator of Lambert-St. Louis
15 International Airport; and

16 **WHEREAS,** the Board of Aldermen hereby determines that the terms of the Dual
17 Customs Agreement (AL-353) (“Agreement”), between the City and Brownsville International
18 Air Cargo, Inc., doing business as Bi-National Air Cargo Terminals, a Texas corporation (“BIAC”),
19 are acceptable and that the execution, delivery and performance by the City and BIAC of their
20 respective obligations under the Agreement are in the best interests of the City, its residents, the
21 Airport, and the traveling public.

22 **BE IT ORDAINED BY THE CITY OF ST. LOUIS AS FOLLOWS:**

1 **SECTION ONE.** The Board of Aldermen hereby adopts the foregoing recitals, which
2 are incorporated herein by this reference, as findings.

3 **SECTION TWO.** The Director of Airports and the Comptroller of the City of St. Louis
4 ("St. Louis") are hereby authorized and directed to enter into and execute on behalf of St. Louis
5 a Dual Customs Agreement (AL-353) ("Agreement") substantially in the form as set out in
6 **ATTACHMENT "1"** to this Ordinance, which is attached hereto and incorporated herein, between
7 the City, the owner and operator of Lambert-St. Louis International Airport® ("Airport"), which is
8 located in St. Louis County, Missouri, and Brownsville International Air Cargo, Inc., doing business
9 as Bi-National Air Cargo Terminals, a Texas corporation ("BIAC"), memorializing the City's and
10 BIAC's mutual understandings and commitments to each other for cooperation to obtain approval
11 for, establish, and develop a "Dual Customs" (as defined in the Agreement) cargo facility at the
12 Airport and to allow and require BIAC to provide for, develop, and operate certain aspects of a Dual
13 Customs facility, and to offer certain aeronautical and non-aeronautical services and facilities to air
14 cargo operators at the Airport, subject to and in accordance with the provisions of the Agreement.

15 **SECTION THREE.** The Mayor and the Comptroller of St. Louis are hereby authorized
16 and directed to enter into and execute on behalf of the City the Restated and Amended First Right of
17 Refusal – Cargo City Agreement (AL-352), between the City and BIAC, substantially in the form as
18 set out in EXHIBIT A to the Agreement", granting to BIAC a first right of refusal to lease certain
19 premises at the Airport commonly known as "Cargo Building No. 3", as more fully described in the
20 Agreement and EXHIBIT A thereto, subject to and in accordance with the provisions of the
21 Restated and Amended First Right of Refusal - Cargo City Agreement (AL-352);

22 **SECTION FOUR.** The Mayor and the Comptroller of St. Louis are hereby authorized
23 and directed to enter into and execute on behalf of the City the First Right of Refusal – Northern

1 Tract Agreement (East Site) (AL-317), between the City and BIAC, substantially in the form as set
2 out in EXHIBIT B to the Agreement, granting to BIAC a first right of refusal to lease certain
3 premises at the Airport commonly known as the “Northern Tract – East Site”, as more fully
4 described in the Agreement and EXHIBIT B thereto, subject to and in accordance with the
5 provisions of the First Right of Refusal – Northern Tract Agreement (East Side) (AL-317).

6 **SECTION FIVE.** The Mayor, the Comptroller, the Register, the City Counselor, the
7 Director of Airports, and other appropriate officers, agents, and employees of the City, with the
8 advice of the Director of Airports, are hereby authorized to enter into and execute on behalf of the
9 City and in the City’s best interest any attendant or related documents, agreements, permits,
10 amendments, affidavits, releases, certifications, or instruments deemed necessary to effectuate the
11 terms set forth in the Agreement, and/or deemed necessary to preserve and protect the City’s
12 interest, and/or to take such actions as may be necessary or appropriate in connection with the
13 consummation of the transactions or agreements contemplated herein.

14 **SECTION SIX.** The terms, covenants, and conditions set forth in this Ordinance shall
15 be applicable exclusively to the agreements, documents, permits and instruments approved or
16 authorized by this Ordinance and shall not be applicable to any other existing or future agreements,
17 documents, permits, or instruments unless specifically authorized by an ordinance enacted after the
18 effective date of this Ordinance. All provisions of other ordinances of St. Louis which are in conflict
19 with this Ordinance shall be of no force or effect as to the agreements, documents, permits, and
20 instruments approved and/or authorized by this Ordinance.

21 **SECTION SEVEN.** The sections or provisions of this Ordinance or portions thereof shall
22 be severable. In the event that any section or provision of this Ordinance or portion thereof is held
23 invalid by a court of competent jurisdiction, such holding shall not invalidate the remaining sections

1 or provisions of this Ordinance unless the court finds the valid sections or provisions of this
2 Ordinance are so essentially and inseparably connected with, and so dependent upon, the illegal,
3 unconstitutional or ineffective section or provision that it cannot be presumed that the Board of
4 Aldermen would have enacted the valid sections or provisions without the illegal, unconstitutional
5 or ineffective sections or provisions; or unless the court finds that the valid sections or provisions,
6 standing alone, are incomplete and incapable of being executed in accordance with the legislative
7 intent.